



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

May 24, 2005

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors and Commissioners:

**HEARING TO APPROVE THE 2005-2006 ACTION PLAN FOR THE ALLOCATION
OF FEDERAL FUNDS (ALL DISTRICTS)
(3 Vote)**

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS, AFTER THE
PUBLIC HEARING:**

1. Approve the Action Plan for Fiscal Year 2005-2006 (Action Plan) which will enable the Los Angeles Urban County to receive and administer an estimated \$71,678,069 in federal funds, comprised of the following: \$34,621,264 in Thirty-first Program Year (July 1, 2005 to June 30, 2006) Community Development Block Grant (CDBG) funds; \$444,940 in Fiscal

Year 2005-2006 CDBG funds received as a joint applicant with the City of Cerritos; \$18,669,646 in CDBG funds from prior fiscal years; \$2,500,000 in estimated future CDBG program income; \$13,796,207 in Fiscal Year 2005-2006 HOME Investment Partnerships (HOME) Program funds; \$319,422 in Fiscal Year 2005-2006 American Dream Downpayment Initiative Act (ADDI) program funds; and \$1,326,590 in Fiscal Year 2005-2006 Emergency Shelter Grant (ESG) funds.

2. Designate the Executive Director of the Community Development Commission to serve as the agent of the County, for administration of the Action Plan and the allocated funds described herein; authorize the Executive Director to incorporate into the Action Plan the public comments approved for inclusion by your Board; and authorize the Executive Director to submit the Action Plan to the U.S. Department of Housing and Urban Development (HUD) by June 1, 2005, following Board approval.
3. Authorize the Executive Director of the Commission to provide HUD with any additional information required for approval of the Action Plan.
4. Approve CDBG Reimbursable and Advance Contracts, and any amendments thereto, in substantially the form of the attached contracts, to provide a total of \$2,847,893 in CDBG funds for the 2005-2006 Program Year, to be effective from July 1, 2005 to June 30, 2006, for 53 projects with 49 community-based organizations, and other public agencies described in the Action Plan; and authorize the Executive Director of the Commission to execute the contracts and amendments, following approval as to form by County Counsel.
5. Approve CDBG Reimbursable Contract Amendments with 45 participating cities, in substantially the form of the attached amendment, to provide a total of \$18,426,287 in CDBG funding for eligible activities for Fiscal Year 2005-2006, to be effective from July 1, 2005 to June 30, 2006; and authorize the Executive Director of the Commission to execute the amendments, following approval as to form by County Counsel.
6. Approve CDBG Reimbursable Contract Amendments with six cities and the Commission for the West Altadena Community Redevelopment Project area that have been approved or are pending approval of Section 108 Loans, for the purpose of repaying Section 108 Loans approved by your Board, using substantially the form of the attached amendment; authorize the Executive Director of the Commission to execute the amendments, following approval as to form by County Counsel; and

authorize the Executive Director to set aside approximately \$1,883,523 of the Fiscal Year 2005-2006 CDBG allocation for loan repayment.

7. Approve CDBG Advance Contracts, in substantially the form of the attached contract, between the Commission and the Whittier Boulevard Merchants Association and the Florence Firestone Chamber of Commerce, in the amount of up to \$357,912 and \$110,000 respectively, using CDBG funds for the 2005-2006 Program year, as described in the Action Plan, and any Amendments thereto, to be effective from July 1, 2005 to June 30, 2006; and authorize the Executive Director of the Commission to execute the contracts and amendments, following approval as to form by County Counsel.
8. Approve CDBG Reimbursable Contracts with the Housing Authority, in substantially the form of the attached, to provide \$1,719,574 in CDBG funds to carry out seven new and four continuing projects involving capital improvements and services for public housing residents; and authorize the Executive Director of the Commission to execute the contracts following approval as to form by County Counsel.
9. Approve Memoranda of Understanding (MOU) with nine participating cities, in substantially the form of the attached, to provide \$4,173,578 in HOME funds for the development of single-family homes and single-family home rehabilitation; and authorize the Executive Director of the Commission to execute the MOUs, following approval as to form by County Counsel.
10. Authorize the Executive Director of the Commission, within the limits prescribed by HUD, to reprogram HOME funds in order to fully expend the grant, for the purposes described in the Action Plan.
11. Approve the use of ESG funds, in the amount of \$1,326,590 to fund programs that assist the homeless; and authorize the Executive Director of the Commission to amend the Action Plan to include the final distribution of ESG funds to the Los Angeles Homeless Service Authority (LAHSA), based on a Request for Proposal (RFP) process to be completed by LAHSA, to determine the projects that will receive funding, as described in the Action Plan.
12. Authorize the Executive Director of the Commission, to revise the Action Plan, as necessary to include modifications to projects being undertaken by the County and participating cities during Fiscal Year 2005-2006, and to include federal regulation changes and new HUD directives.

13. Approve the following transfers, totaling \$1,086,570 in Fiscal Year 2005-2006 and prior year CDBG funds, which will be exchanged for general funds: from the Cities of Sierra Madre, Santa Fe Springs, Bradbury, Avalon and the Fourth Supervisorial District to the City of Hawaiian Gardens; from the Cities of La Habra Heights, Manhattan Beach and Rolling Hills Estates to the City of West Hollywood; and from the City of Cerritos to the City of San Fernando; and authorize the Executive Director of the Commission to execute all required documents for these purposes, following approval as to form by County Counsel.
14. Authorize the Executive Director of the Commission to terminate CDBG Reimbursable and Advance Contracts utilizing Fiscal Year 2005-2006 funds, when a breach of contract occurs or when funded activities are determined ineligible under CDBG regulations; and authorize the Executive Director of the Commission to take all related actions, including execution of termination documents, following approval as to form by County Counsel.
15. Instruct the Executive Director of the Commission to identify and deposit into unprogrammed fund accounts of the respective Supervisorial Districts all CDBG Fiscal Year 2005-2006 funds that are unexpended, disallowed or recovered as a result of full or partial CDBG Reimbursable or Advance Contract terminations.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Authorize the Executive Director of the Community Development Commission to accept from the County of Los Angeles an estimated \$71,678,069 in Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), American Dream Downpayment Initiative Act program (ADDI) and Emergency Shelter Grant (ESG) funds identified in the Action Plan for Fiscal Year 2005-2006; and to incorporate these funds into the approved Fiscal Year 2005-2006 budget of the Commission, for the purposes described herein, following final notification of approval by the U.S. Department of Housing and Urban Development (HUD).
2. Authorize the Executive Director of the Commission to execute CDBG Reimbursable and Advance Contracts, and any amendments thereto on behalf of the County of Los Angeles, with participating cities and the Housing Authority to implement projects described in the Action Plan, using substantially the form of the attached contracts and amendments,

following approval as to form by County Counsel.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY:

1. Authorize the Executive Director of the Housing Authority to accept from the County of Los Angeles an estimated \$1,092,253 in Fiscal Year 2005-2006 (July 1, 2005 to July 30, 2006) Community Development Block Grant (CDBG) funds, and to continue administration of \$627,321 in prior year CDBG funds, as described in the Action Plan for Fiscal Year 2005-2006; and to incorporate the \$1,092,253 in new CDBG funds into the approved Fiscal Year 2005-2006 budget of the Housing Authority, following final notification of approval by the U.S. Department of Housing and Urban Development (HUD).
2. Authorize the Executive Director of the Housing Authority, or designee, to execute CDBG Reimbursable and Advance Contracts, and any amendments thereto, with the County of Los Angeles to implement projects described in the Action Plan, using substantially the form of the attached contracts and amendments, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The National Affordable Housing Act (NAHA) of 1990 (Cranston/Gonzalez Housing Act), as amended in 1992, requires that the County of Los Angeles provide a single consolidated submission of the proposed expenditure of funds to be eligible for HUD formula grant funding, including CDBG, HOME, ADDI and ESG. The Action Plan satisfies these federal requirements to provide for the release of funds.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Action Plan allocates an estimated \$71,678,069 in federal funds, as follows: \$34,621,264 in new Thirty-first Program Year (July 1, 2005 to June 30, 2006) CDBG funds; \$444,940 in CDBG funds received as a joint applicant with the City of Cerritos; \$18,669,646 in unexpended CDBG funds from prior years; \$2,500,000 in estimated future CDBG program income; \$13,796,207 in Fiscal Year 2005-2006 HOME funds; \$319,422 in Fiscal Year 2005-2006 ADDI funds; and \$1,326,590 in Fiscal Year 2005-2006 ESG funds.

CDBG funds total \$56,235,850 and are comprised of new, reallocated, prior years and program income funds. The five Supervisorial Districts will receive an allocation of \$37,809,563 for projects in the unincorporated areas of the County, of which \$1,719,574

will be distributed to the Housing Authority for capital improvement projects and services for residents of public housing. The 49 participating cities will receive an allocation of \$18,426,287. Projects to address housing and community needs will be implemented by the Commission, the Housing Authority, County departments, and approximately 49 community-based organizations and other public agencies, such as school districts.

A total of \$1,086,570 in Fiscal Year 2005-2006 and prior year CDBG funds will be exchanged for general funds. The City of Hawaiian Gardens will receive a total of \$447,780 in CDBG funds as follows: \$88,243 from the City of Sierra Madre; \$164,319 from the City of Santa Fe Springs; \$4,002 from the City of Bradbury; \$48,359 from the City of Avalon; and \$142,857 from the Fourth Supervisorial District. The City of West Hollywood will receive a total of \$238,344 in CDBG funds as follows: \$37,125 from the City of La Habra Heights, \$168,605 from the City of Manhattan Beach and \$32,614 from the City of Rolling Hills Estates. The City of San Fernando will receive a total of \$400,446 in CDBG funds from the City of Cerritos.

The CDBG Reimbursable Contracts with six cities and the Commission for the West Altadena Community Redevelopment Project area currently repaying Section 108 loans will be amended to reduce the allocations of Fiscal Year 2005-2006 CDBG funds in order to set aside annual repayment amounts that are due under separate Section 108 loan agreements. The following amounts will be subtracted from their Fiscal Year 2005-2006 allocations: \$329,959 for the City of Azusa; \$212,135 for the City of Culver City; \$107,976 for the City of Maywood; \$52,666 for the City of Claremont; \$326,719 for the City of San Fernando; \$617,583 for the City of Bell Gardens; and \$236,485 for the unincorporated redevelopment area of West Altadena.

HOME funds total \$13,796,207, of which \$1,379,620 will be used for program administration, as determined by HUD. The First-Time Homebuyer Program will use \$2,319,422 to provide home ownership opportunities in the unincorporated areas of the County and participating cities, consisting of \$2,000,000 in Fiscal Year 2005-2006 HOME funds and \$319,422 in Fiscal Year 2005-2006 ADDI funds. Housing development and rehabilitation activities will use \$8,347,156, of which \$4,173,578 will be set-aside for six months for participating cities. After six months, the remaining funds will be available in the unincorporated areas and participating cities on a first-come, first-served basis for development and rehabilitation activities. In addition, \$2,069,431 will be set aside for Community Housing Development Organizations (CHDO). HOME funds may be reprogrammed for home ownership, development and rehabilitation needs.

ESG funds total \$1,326,590. These funds will be allocated to LAHSA for projects to assist the homeless in the unincorporated areas of the County of Los Angeles and participating cities. LAHSA will conduct an RFP process to award these funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 25, 2004, your Board approved the second Action Plan (Fiscal Year 2004-2005) of the five-year Consolidated Plan. The current annual Action Plan ends on June 30, 2005, and a new Action Plan must be adopted by your Board to continue receiving funding. The Action Plan includes a description of the activities to be undertaken during the 2005-2006 Fiscal Year to address the objectives outlined in the Consolidated Plan's five-year strategy.

Subsequent to your Board adopting the current Consolidated Plan, Congress enacted the ADDI under the HOME program to assist low-income families in becoming first-time homebuyers. The County, commencing in Fiscal Year 2003-2004, receives an annual ADDI allocation which will be administered under the County's Consolidated Plan and Action Plans.

Standard CDBG Advance or Reimbursable Contracts will be entered into with recipients of CDBG funds. Reimbursable Contracts for Fiscal Year 2005-2006 will not be executed with the cities of Rolling Hills Estates, Bradbury, Cerritos and Manhattan Beach, because these cities will transfer their entire new allocations to other cities.

MOUs will also be executed with participating cities wishing to implement single-family Homeowner Rehabilitation activities using HOME funds. These funds will be used for homeownership, housing development and redevelopment activities throughout the unincorporated County and in participating cities.

In addition to the above proposed allocations, the Commission is requesting that the Executive Director be authorized to terminate CDBG contracts with community-based organizations that fail to address administrative deficiencies, program compliance issues, or other contract obligations. Following consultation with County Counsel and the respective Supervisorial Districts, the Commission will suspend funding for the program year and cancel the contracts. The Commission will then recover any disallowed or unexpended funds, and return the funds to the appropriate Supervisorial Districts.

All public notice requirements contained in 24 Code of Federal Regulations Part 91 Section 91.105 of the NAHA for approval of the Action Plan have been satisfied. A total of seven community meetings were held in September and October 2004. Comments received at these meetings have been incorporated into the Action Plan and were posted on the Commission website in late April 2005 to update the public regarding the comments received earlier at the meetings. Notices of the 30-day public comment period and public hearing were published in newspapers throughout the County, and copies of the draft Action Plan were made available for review at 29 public libraries. The public comment period concludes on May 24, 2005.

The Action Plan is provided as an attachment to this Board letter. The following

documents are also provided: Fiscal Year 2005-2006 CDBG Grant Funding Summary; Fiscal Year 2005-2006 HOME Grant Reservations and Set-Asides and Fiscal Year 2005-2006 ADDI Grant Funds; proposed use of ESG Funds; Fiscal Year 2005-2006 funding for Participating Cities; sample of standard CDBG Reimbursable Contract; sample of standard Reimbursable Contract Amendment for participating city; sample of standard Section 108 Reimbursable Contract Amendment; standard Other Public Agency Reimbursable Contract; standard CDBG Advance Contract; standard HOME MOU; Fiscal Year 2005-2006 Summary Totals for Minority and Women Board Members and Employees for funded nonprofit agencies; sample of the standard form of CDBG Reimbursable Contract Amendment; and Grants Management Statements for the CDBG, HOME, ADDI and ESG grants. These items appear as Attachments A through P, respectively.

All of the projects proposed in the Action Plan are federally funded. As applicable, the administering agencies will be subject to the prevailing wage requirements of the Davis-Bacon Act and related Acts and Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance. However, where Section 3 is not applicable, the agencies will be subject to the County's Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program, which furthers the same or similar goals.

This letter has been reviewed by County Counsel. On April 27, 2005, the Housing Commission recommended approval of all Housing Authority projects contained in the Action Plan.

ENVIRONMENTAL DOCUMENTATION:

The Action Plan is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1), because it is a planning document and does not involve activities that will alter existing environmental conditions. It is also exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15061 (b)(3), because the Action Plan, as part of the Consolidated Plan, is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. However, each program within the Action Plan will be reviewed for environmental impact on a project-by-project basis before funding is released.

CONTRACTING PROCESS:

HOME funds are used to implement a variety of affordable housing development and rehabilitation programs available to households earning less than 80 percent of the area

median income for the Los Angeles-Long Beach Metropolitan Statistical Area, adjusted for family size, as determined by HUD. Funds are available through an open RFP process, on a first-come, first-served basis to qualified for-profit and non-profit developers and Fair Housing Development Organizations. Projects are selected to maximize the impacts of HOME funds based on viability, financial feasibility, and appropriateness to geographic location and community need. Funds are also available on a first-come, first-serve basis to qualified homebuyers and owners of single- and multi-family housing in need of rehabilitation.


LAHSA contracts with non-profit and government agencies to provide housing and services for homeless individuals and families through an RFP process that solicits proposals for new and continuing projects. The 2005-2006 Winter Shelter Program begins in November 2005, and LAHSA will issue an RFP to identify service providers in August 2005. It is anticipated that current County ESG-funded shelter and services contracts will be renewed for an additional year.

The County does not use a competitive process to award CDBG contracts to nonprofit agencies. Each Supervisorial District utilizes the Community Resources Investment Strategy (CRIS), citizen input from community meetings, and consultations with the Commission to select agencies that best meet community needs.

IMPACT ON CURRENT PROJECTS:

The projects contained in the Action Plan will benefit low- and moderate-income residents of the unincorporated County and participating cities.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 16

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Thirty-first Year Grant (July 1, 2005 - June 30, 2006)

Funding Summary

Grant Funds To Be Received

Thirty-first Year Urban County Entitlement Funds	\$34,621,264
Received for the City of Cerritos	\$444,940
TOTAL (revenues for Thirty-first Program Year)	\$35,066,204

Revenues for Thirty-first Program Year	\$35,066,204
Prior Years Funds	\$18,669,646 ¹
Projected Program Income	\$2,500,000
TOTAL REVENUES	\$56,235,850

Distribution of CDBG Funds for the Thirty-first Program Year

Unincorporated Areas	\$37,809,563 ²
Participating Cities	\$18,426,287 ³
TOTAL	\$56,235,850

¹ Includes Districts' unallocated/reprogrammed funds, countywide prior year funds, and reallocated/prior year funds of participating cities.

² Includes reallocated funds, prior years' funds, and projected program income.

³ Includes reallocated funds and prior years' funds.

ATTACHMENT B**FISCAL YEAR 2005-2006 HOME, FISCAL YEAR 2005-2006 ADDI GRANT FUND
RESERVATIONS AND SET-ASIDES**

The following chart depicts the distribution of HOME and ADDI** funds between activities in Participating Cities and the Unincorporated Areas of the County.

HOME PROGRAM	FUNDS
Total Funds (Estimated)	\$13,796,207 HOME <u>+ 319,4223 ADDI</u> \$14,115,629
Administration	\$1,379, 620 (HUD Determined - 10%)
Community Housing Development Organizations (CHDO)	\$2,069,431 (HUD Determined - 15%)
Homebuyer Assistance	\$2,000,000 FY 2005-06 HOME <u>+ 319,422 FY 2005-2006 ADDI</u> \$2,319,422
New Construction:	
Participating Cities*	\$2,673,578 (50%)
Unincorporated	\$2,673,578 (50%)
Rehabilitation:	
Participating Cities*	\$1,500,000 (50%)
Unincorporated	\$1,500,000 (50%)

*Set-Aside for Participating Cities for a period of six months following the execution of the HOME Grant Agreement.

** ADDI is under the HOME Program

PROPOSED USE OF ESG FUNDS

The Los Angeles Homeless Services Authority (LAHSA) proposes to use the 2005-2006 Emergency Shelter Grant allocation to meet the purpose of the Stewart B. McKinney Homeless Assistance Act 24 CFR 576.1 (b), and to meet the homeless needs, goals and objectives identified in the 2003-2008 Consolidated Plan. In response to public input relative to homelessness, LAHSA has adopted policies to geographically allocate homeless resources where need has been identified.

The priorities for use of ESG funds are operations and essential services for use in emergency or transitional shelters as well as supportive services projects. Operations and essential services funds are used to fund the year-round emergency program, the winter shelter program and the emergency response team. All these programs are located throughout Los Angeles County. The year-round emergency program funds projects that provide temporary shelter and services that are designed to facilitate homeless individuals and families transition from sleeping in places not meant for human habitation to appropriate housing. The winter shelter program provides temporary nightly shelter during the period of time in which Los Angeles usually experiences its most inclement weather, December 1 to March 15. The emergency response team conducts outreach to encourage homeless individuals on the street to seek shelter. The team coordinates placement of homeless individuals and families into shelters with available space and the appropriate services. The team works closely with local officials to identify locations at which to conduct outreach.

The following is an estimate of the percentages of the ESG funds to be allocated to the various activities eligible under ESG:

ELIGIBLE ACTIVITY	PERCENTAGE	ESTIMATED ALLOCATION
Operations	65	\$862,283
Essential Services	30	\$397,977
Administration	5	\$66,330
TOTAL	100	\$1,326,590

LAHSA will meet the matching funds requirement with 100% federal Supportive Housing Program funds for the 2005-2006 Program Year.

ATTACHMENT D

THIRTY-FIRST YEAR CDBG ALLOCATIONS

<u>Contract Number</u>	<u>Agency Name</u>	<u>FY 2003-04</u>	<u>FY 2004-05</u>	<u>FY 2005-06</u>	<u>Exchanges of Funds</u>	<u>Total Amount</u>
70710	CITY OF AGOURA HILLS	113,975	111,075	105,206		\$330,256
70711	CITY OF ARCADIA	498,032	485,399	459,752		\$1,443,183
70712	CITY OF ARTESIA	211,849	206,482	195,572		\$613,903
72220	CITY OF AVALON ¹	39,192	38,199	36,181	(\$48,359)	\$65,214
70713	CITY OF AZUSA	750,978	731,966	693,293		\$2,176,237
70714	CITY OF BELL	835,703	814,560	771,522		\$2,421,784
70715	CITY OF BELL GARDENS	1,073,170	1,046,023	990,756		\$3,109,949
70716	CITY OF BEVERLY HILLS	322,575	314,393	297,782		\$934,750
70718	CITY OF CALABASAS	108,016	105,267	99,705		\$312,988
70719	CITY OF CLAREMONT	259,173	252,592	239,246		\$751,011
70720	CITY OF COMMERCE	224,453	218,771	207,212		\$650,436
70721	CITY OF COVINA	542,462	528,713	500,778		\$1,571,953
70722	CITY OF CUDAHY	595,389	580,328	549,666		\$1,725,382
70723	CITY OF CULVER CITY	381,282	371,612	351,978		\$1,104,873
70724	CITY OF DIAMOND BAR	447,240	435,885	412,855		\$1,295,980
70725	CITY OF DUARTE	256,542	250,040	236,829		\$743,411
70726	CITY OF EL SEGUNDO	109,202	106,427	100,804		\$316,434
70727	CITY OF HAWAIIAN GARDENS	301,527	293,896	278,368	\$447,780	\$1,321,571
70728	CITY OF HERMOSA BEACH	116,109	113,157	107,178		\$336,444
70729	CITY OF IRWINDALE	21,834	21,282	20,157		\$63,273
70730	CITY OF LA CANADA FLINTRIDGE	128,313	125,051	118,444		\$371,808
70731	CITY OF LA HABRA HEIGHTS ²	29,045	28,306	26,810	(\$37,125)	\$47,036
70732	CITY OF LA MIRADA	364,274	355,025	336,267		\$1,055,566
70733	CITY OF LA PUENTE	728,777	710,330	672,799		\$2,111,906
70734	CITY OF LA VERNE	209,460	204,136	193,350		\$606,946
70735	CITY OF IRWINDALE	546,156	532,330	504,204		\$1,582,690

<u>Contract Number</u>	<u>Agency Name</u>	<u>FY 2003-04</u>	<u>FY 2004-05</u>	<u>FY 2005-06</u>	<u>Exchanges of Funds</u>	<u>Total Amount</u>
70736	CITY OF LOMITA	232,037	226,156	214,207		\$672,400
70737	CITY OF MALIBU	97,162	94,696	89,692		\$281,550
70739	CITY OF MAYWOOD	644,093	627,798	594,628		\$1,866,518
70740	CITY OF MONROVIA	467,231	455,393	431,332		\$1,353,955
70741	CITY OF RANCHO PALOS VERDES	229,404	223,566	211,754		\$664,724
72263	CITY OF ROLLING HILLS	8,282	8,070	7,644		\$44,798
70744	CITY OF SAN DIMAS	259,115	252,534	239,192		\$750,841
70745	CITY OF SAN FERNANDO ³	443,895	432,660	409,800	400,446	\$1,686,801
70746	CITY OF SAN GABRIEL	610,546	595,086	563,645		\$1,769,277
70747	CITY OF SAN MARINO	84,331	82,188	77,846		\$244,365
70748	CITY OF SANTA FE SPRINGS ¹	226,419	220,682	209,022	(\$164,319)	\$491,803
70749	CITY OF SIERRA MADRE ¹	60,029	58,502	55,411	(\$88,243)	\$85,698
70750	CITY OF SIGNAL HILL	148,737	144,971	137,312		\$431,021
70751	CITY OF SOUTH EL MONTE	398,377	388,294	367,778		\$1,154,449
70752	CITY OF SOUTH PASADENA	186,243	181,514	171,924		\$539,682
70753	CITY OF TEMPLE CITY	363,478	354,263	335,546		\$1,053,288
70754	CITY OF WALNUT	238,010	231,968	219,712		\$689,690
70755	CITY OF WEST HOLLYWOOD ²	395,302	385,282	364,925	238,344	\$1,383,852
71556	CITY OF WESTLAKE VILLAGE	41,490	40,433	38,297		\$120,220
		<u>\$14,348,909</u>	<u>\$13,985,299</u>	<u>\$13,246,381</u>	<u>\$748,524</u>	<u>\$42,349,914</u>

¹ The following jurisdictions will transfer CDBG funds to the City of Hawaiian Gardens, for general funds: Sierra Madre (\$88,243), Fourth Supervisorial District (\$142,857), Santa Fe Springs (\$164,319), Bradbury (\$4,002) and Avalon (\$48,359).

² The following cities will transfer CDBG funds to the City of West Hollywood, for general funds: La Habra Heights (\$37,125) , Manhattan Beach (\$168,605), and Rolling Hills Estates (\$32,614).

³ The following cities will transfer CDBG funds to the City of San Fernando, for general funds: Cerritos (\$400,446).

ATTACHMENT E

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT**

PROJECT TITLE:

PROJECT NUMBER: CONTRACT NUMBER:

THIS CONTRACT is made and entered into this 1st day July of 2005, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles, and _____, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes this project, under the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget.
2. CONTRACT ADMINISTRATION. The Executive Director of the Community Development Commission of the County of Los Angeles, (Commission) hereinafter called the "Executive Director", or his designee, shall have full authority to act for County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Project Description and Activity Budget, Exhibit A to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on the date first above written, and shall be completed not later than June 30, 2006.
5. COMPENSATION AND METHOD OF PAYMENT. Upon such performance under this Contract, County shall reimburse Operating Agency an amount not to exceed dollars (\$_____) which shall constitute full and complete reimbursement hereunder provided for the implementation of the project described in Exhibit A to this Contract. Said reimbursement will only be paid out of funds received from the federal government

under the Act for the Fiscal Year 2005-2006, or from program income, as described in 24 CFR 570 accumulated under said program, for allowable costs actually incurred for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge on any other funds of the County. Funds shall be paid only after receipt of a monthly requisition form as specified and provided by the Commission. Said invoice shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt of each invoice, the Commission will draw a check in favor of the Operating Agency.

Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts specified in the Project Description and Activity Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart J of the CDBG regulations, except that:

- i. The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and
- ii. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

Operating Agency agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-g below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

- a. Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. Operating Agency shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the Operating Agency's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this

Contract may be canceled, terminated or suspended in whole or in part and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions would be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

- d. Should Operating Agency require additional or replacement personnel after the effective date of this Contract, Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' for Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of participants by job category.
- e. No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this contract on the basis of age or with respect to an otherwise qualified disabled individual.
- f. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

- g. Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031),

retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.

Failure on the part of the Operating Agency and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract and the Operating Agency shall be liable for civil action.

8. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the County.
9. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard, safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, and the safety of the public and to protect property in connection with the performance of this Contract.
10. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
11. INTERPRETATION. No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
12. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.
13. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection during the term of this contract and for a period of three (3) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized County personnel, and allow said County personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the County.

Operating Agency agrees to submit all data that are necessary to complete the Annual Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.
14. NONEXPENDABLE PROPERTY. Nonexpendable personal property means leased and

purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

15. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:
 - i. Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract (24 CFR 570.505), or such longer period of time as is specified in Exhibit A; or
 - ii. Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in paragraph 15 above.
16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the County upon request.
17. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 42 of this Contract.
18. CHANGES. The County may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments.
19. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating

Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.

20. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately appraised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.
21. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 21 of this Contract shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Contract.

22. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such funding. The County shall not pay for any costs incurred by Operating Agency which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources.
23. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 24 CFR Part 85 and OMB Circular A-87, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570.303, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135.20, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and

certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.

24. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Notices, reports and statements to the County shall be delivered or sent to the Executive Director or his designee at:

Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Each party shall promptly notify the other of any change in its mailing address.

25. ASSIGNMENT AND SUBCONTRACTING. Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

26. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, the County reserves the right to revise this Contract in order to take into account actions affecting HUD program funding. In the event of funding reduction, the County may reduce the budget of this Contract, as a whole or as to a cost category, may limit the rate of the Operating Agency's authority to commit and spend funds, or may restrict the Operating Agency's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the County to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Executive Director may act for the County in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Executive Director has reasonable grounds to question that the Operating Agency has not materially complied with the terms of this Contract, the Executive Director may act for the County in suspending the operation of this contract for up to sixty (60) days, upon three (3) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

28. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

29. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles (Housing Authority), and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.
30. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.
31. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
- i. In aggregate do not exceed \$10,000 per budget cost category;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services; and
 - iv. Are in the best interest of the County and Operating Agency in performing the scope of services under this Contract.
 - v. Do not alter the amount of compensation under this Contract;
32. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:
- i. In aggregate do not exceed twelve (12) calendar months;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services;
 - iv. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract; and
 - v. Do not alter the amount of compensation under this Contract.
33. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.
34. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall

bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.

35. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements contained herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. All Amendments must be received by County not more than sixty (60) calendar days from the expiration date of this Contract.
36. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
37. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.
38. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Contract, and for a period of four (4) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
39. INSURANCE. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B {*B.1, B.2 or B.3 as applicable*} to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

40. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating Agency to procure or maintain required insurance (*pursuant to Exhibit B.1, B.2 or B.3 as applicable*) shall constitute a material breach of contract under which County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by the Operating Agency to County upon demand or County may offset the cost of the premiums against any monies due to the Operating Agency from County.
41. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
42. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by County into other eligible activities in the County. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
43. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
44. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
45. STAFF TRAVEL. Operating Agency shall not incur any expenditure for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.
46. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records

shall be kept for each funding source.

47. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County or granting agency directives, or with the effectiveness, legality and achievements of the program.
48. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
49. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
50. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
 - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph i of this

Section 50;

- iv. Notifying the employee in the statement required by paragraph i of this Section 50 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- v. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.
- viii. The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check ____ if there are workplaces on file that are not identified here.

51. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before

Operating Agency enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606 (c) (iii) A-G.

52. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the County.

The Operating Agency may use its CDBG funds towards property maintenance standards; however, each case would be reviewed on an individual basis and approved by the County. The County has established an expenditure cap not to exceed five (5) percent of the Contract allocation for property maintenance standards.

53. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

54. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of

Operating Agency to maintain compliance with the requirements set forth in Paragraph 54, Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County or Commission under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Paragraph 59, Termination for Cause.

56. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is County's and Commission's policy to voluntarily post a list entitled L.A.'s Most

Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.

57. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all contract terms and performance standards. Operating Agency's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, County may terminate this Contract, pursuant to Paragraph 58 or 59, or impose other penalties as specified in this Contract.

58. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Operating Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

59. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in i, ii, iii or iv:

- i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- ii. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be

done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the County.

Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- iii. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- iv. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the County become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 60. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR 40.2 or the definition of building as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings). The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.
- 61. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.
- 62. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency

understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees or agents of the County against any and all Operating Agency's employees, agents or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- i. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.
- ii. The Operating Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the County may, in addition to other remedies provided in the contract, debar the Operating Agency from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Operating Agency may have with the County, the Commission or the Housing Authority.
- iii. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- iv. If there is evidence that the Operating Agency may be subject to debarment, the County will notify the Operating Agency in writing of the evidence which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- v. The Contractor Hearing Board will conduct a hearing where evidence on the

proposed debarment is presented. The Operating Agency and/or the Operating Agency's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Operating Agency should be debarred, and, if so, the appropriate length of time of the debarment. If the Operating Agency fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Operating Agency may be deemed to have waived all rights of appeal.

vi. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

vii. These terms shall also apply to subcontractors of County, Commission or Housing Authority contractors.

64. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be governed by the Commission's CDBG Compliance Instructions, as amended.

65. ENTIRE CONTRACT: This Contract with attachments and any and all CDBG Bulletins, which the County may issue from time to time, constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

RAYMOND FORTNER, JR.
County Counsel

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT WITH PARTICIPATING CITY
AMENDMENT NUMBER**

CITY: «Agency_Name»

CONTRACT NUMBER: «Contract_Number»

THIS AMENDMENT NUMBER TO CONTRACT «Contract_Number» is made this 1st day of July 2005, by and between the County of Los Angeles, hereinafter called the "County," and the «Agency_Name», hereinafter called the "Participating City."

WITNESSETH THAT:

WHEREAS, the County and the Participating City previously entered into a Community Development Block Grant ("CDBG") Program Reimbursable Contract with Participating City, Contract Number «Contract_Number» dated _____, and _____ (amended); and

WHEREAS, County and Participating City desire to amend the Contract in order that Participating City may better implement its CDBG-eligible projects. The Executive Director of the Community Development Commission of the County of Los Angeles ("Community Development Commission") administers the Contract on behalf of the County as its agent.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that the Contract be amended as follows:

1. **PARAGRAPH 5, COMPENSATION AND METHOD OF PAYMENT**, is amended to show a revised compensation amount of «First» dollars («FirstAmount»). This is an increase of «SecondAmount2» dollars («Amount2») in the compensation amount.
2. **PARAGRAPH 12, REVENUE DISCLOSURE AND RECORD RETENTION**, is amended to add revised language: The Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the implementation of this Contract **and for a period of four (4) years after the expiration of the contract**, all of its books and records relating to the operating of each project or business activity which is funded in whole, or in part, with Federal or State grant monies, including the project(s) under this Contract. Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this Contract.
2. 3. **PARAGRAPH 18, FISCAL LIMITATIONS**, is amended to add revised language: The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG fund. Accordingly, the County reserves the right, in its sole discretion; to revise this Contract in order to take into account actions affecting HUD program funding. In the event of HUD's CDBG funding reduction, the County may, in

its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The Executive Director, or his designee, may act for the County in implementing and effecting such a reduction. in the compensation amount of this contract.

Where the Executive Director, or his designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the Executive Director, or his designee, may act for the County in suspending the operation of this Contract for up to sixty (60) days, upon three (3) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that CDBG funds are available to County to satisfy such expenditures or legally binding commitments.

4. **PARAGRAPH 31, REVERSION OF ASSETS**, is amended to add revised language: Upon the expiration of this Contract, the Operating Agency shall immediately transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:
 - i. Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract (24 CFR 570.505), or such longer period of time as is specified in Exhibit A; or
 - ii. Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in paragraph 15 above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five years after closeout of this project, per 24 CFR 570.505, Use of Real Property, which states, "...the standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000." These standards shall apply from the date CDBG funds are first spent for the real property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program, or, with respect to other recipients, until five years after the closeout of the grant from which assistance to the real property was provided. The Operating Agency must submit to the Commission a completed "Certification of Eligible Use" Form verifying that the real property is used exclusively for the eligible use and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis,

by April 30th, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of the change of use or disposition, the Commission must be reimbursed for the current fair market value of the real property, less expenditures of non-CDBG funds to acquire or improve the real property.

5. **PARAGRAPH 52, NONEXPENDABLE PROPERTY.** A new Paragraph 52, Noneexpendable Property, is added with the following language: Nonexpendable property means leased and purchased tangible personal property having a useful life of more than one (1) year and/or an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment. Nonexpendable Property includes real property and any interest in such real property, including any mortgage or other encumbrance of real property, as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date property records, listing all non-expendable property items for which they are responsible. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item (including the award number), property title holder, date of purchase, cost, percentage of Federal participation in the cost of the property, location, condition and use of property, and date of disposal and sale price or method used to determine the current fair market value. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once every two (2) years, reconcile the inventory with its property records and maintain these records. In case of change of use or disposition, the Operating Agency shall immediately pay to the Commission a CDBG pro-rata share of the current fair market value of the property, if the fair market value is over \$5,000.

6. **PARAGRAPH 53, PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY.** A new Paragraph 53, Purchase or Lease of Nonexpendable Property, is added with the following language: Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the County upon request.

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the project, and if the supplies are not needed for any other federally sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its CDBG pro-rata share.

The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations, prior to utilizing the supplies for another federally sponsored program(s) or project(s).

7. **PARAGRAPH 54, CONSTRUCTION\REHABILITATION PROJECTS.** A new Paragraph 54, Construction\Rehabilitation Projects, is added with the following language. The Operating Agency shall ensure that all committed construction and rehabilitation work is completed before June 30, 2006. In the event that any project is not completed by June 30, 2006, the Operating Agency shall allocate alternative sources(s) of funding to finish the project(s), and ensure full compliance with all CDBG Program requirements and all contract provision which CDBG requires and provisions shall survive the contract end date.

The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review at least 30 calendar days prior to the anticipated completion of rehabilitation activities, but in no event later than May 30, 2006.

8. All other terms and conditions of the Contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Executive Director of the Community Development Commission, and the Participating City has subscribed the same through its duly authorized officers on the day, month and year first above written.

COUNTY OF LOS ANGELES

<<Agency Name>>

BY: _____

BY: _____

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

TITLE: _____

ATTEST: _____

CITY CLERK: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

RAYMOND FORTNER, JR.
County Counsel

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

BY: _____
Deputy

BY: _____
Director, CDBG

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT SECTION 108 WITH PARTICIPATING CITY
AMENDMENT NUMBER**

CITY:

CONTRACT NUMBER:

THIS AMENDMENT TO CONTRACT made this _____ day of ~~July, 2005~~, by the County of Los Angeles, hereinafter called the "County," and the City of _____, hereinafter called the Operating Agency.

WITNESSETH THAT:

WHEREAS, the County and the Operating Agency previously entered into a Community Development Block Grant Program Reimbursable Contract with Participating City, Contract Number _____ dated _____; and

WHEREAS, County and Operating Agency desire to amend said Contract in order that Operating Agency may better implement the projects. The Community Development Commission of the County of Los Angeles ("CDC") implements this contract for the County.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Contract Number _____ be amended as follows:

1. COMPENSATION AND METHOD OF PAYMENT in Fiscal Year 2004-05 funding, show a compensation amount of dollars (\$ _____), of which dollars (\$ _____) will now be set aside for annual Section 108 debt repayment. As such, the Operating Agency has available for programming, and the County shall reimburse the Operating Agency, an amount not to exceed dollars (\$ _____).

The dollars (\$ _____) set aside for estimated Section 108 debt repayment will automatically be drawn down by the Commission, with no further notice to Operating Agency, following Section 108 loan approval by the County and U.S. Department of Housing and Urban Development (HUD). The set aside funds will be used for County's Section 108 debt repayment to HUD's fiscal agent. Further, such funds, if any, shall be drawn down only after development and execution of the Security Agreement necessary to implement the project(s). Any remaining balance for the Section 108 debt repayment set aside will be available for programming and reimbursement.

2. All other terms and conditions of said Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Executive Director of the Community Development Commission, and the Participating City has subscribed the same through its duly authorized officers on the day, month and year first above written.

COUNTY OF LOS ANGELES

CITY OF

By: _____

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____

Title: _____

APPROVED AS TO FORM:

RAYMOND FORTNER, JR.
County Counsel

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____

Deputy

By: _____

Director, CDBG

ATTACHMENT H

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
OTHER PUBLIC AGENCY
REIMBURSABLE CONTRACT**

PROJECT TITLE:

PROJECT NUMBER:

CONTRACT NUMBER:

THIS CONTRACT is made and entered into this 1st day of July, 2005, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles, and the _____, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes this project, under the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget.
2. CONTRACT ADMINISTRATION. The Executive Director of the Community Development Commission of the County of Los Angeles, (CDC) hereinafter called the "Executive Director", or his designee, shall have full authority to act for County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Project Description, Exhibit A to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on the date first above written, and shall be completed not later than June 30, 2006.

5. COMPENSATION AND METHOD OF PAYMENT. Upon such performance under this Contract, County shall reimburse Operating Agency an amount not to exceed dollars (\$ _____) which shall constitute full and complete reimbursement hereunder provided for the implementation of the project described in Exhibit A to this Contract. Said reimbursement will only be paid out of funds received from the federal government under the Act for the Fiscal Years indicated in Exhibit A, Activity Budget, or from program income, as described in 24 CFR 570 accumulated under said program, for allowable costs actually incurred for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge on any other funds of the County. Funds shall be paid only after receipt of a monthly requisition form as specified and provided by the Community Development Commission (CDC) of the County of Los Angeles. Said invoice shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Agreement. After timely receipt of each invoice, the CDC will draw a check in favor of the Operating Agency.

The Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts specified in the Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-87; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall

carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG regulations, except that:

- (i) The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and
- (ii) The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

- 8. PROGRAM EVALUATION AND REVIEW. Operating Agency shall make available for inspection during the term of this contract and for a period of three (5) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized County personnel, and allow said County personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the County. Operating Agency agrees to submit all data that are necessary to complete the Annual Grantee Performance Report and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.
- 9. NONEXPENDABLE PROPERTY. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$300 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of said nonexpendable property.
- 10. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDBG funds in excess of twenty five thousand dollars (\$25,000) shall be either:

- (i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract, or such longer period of time as

is specified in Exhibit A; or

- (ii) Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in paragraph 10 above.
11. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the County upon request.
 12. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 39 of this Agreement.
 13. [AFFIRMATIVE ACTION INTENTIONALLY OMITTED]
 14. CHANGES. The County may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments.
 15. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.
 16. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director

or his designee.

17. **REVENUE DISCLOSURE REQUIREMENT.** Upon request, Operating Agency shall file with the CDC a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 17 of this Contract shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Contract.

18. **JOINT FUNDING.** For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such funding. The County shall not pay for any costs incurred by Operating Agency which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources.
19. **ASSURANCES.** The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, OMB Circular Nos. A-110 and A-122, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570.303, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135.20, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.
20. **NOTICES.** All notices shall be served in writing. The notices to the Operating

Agency shall be sent to the following address:

«Primary_Contact», «Title»
«Agency_Name»
«Address»
«City», CA «Zip»

Notices, reports and statements to the County shall be delivered or sent to the Executive Director or his designee at:

Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Each party shall promptly notify the other of any change in its mailing address.

21. ASSIGNMENT. This Contract is not assignable by Operating Agency without the express written consent of the County. Any attempt by Operating Agency to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.
22. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
23. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitations on CDBG funds not presently anticipated. Accordingly, the County reserves the right to revise this Contract in order to take into account actions affecting HUD program funding. In the event of funding reduction, the County may reduce the budget of this Contract, as a whole or as to a cost category, may limit the rate of the Operating Agency's authority to commit and spend funds, or may restrict the Operating Agency's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the County to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Executive Director may act for the County in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Executive Director has reasonable grounds to question that the Operating Agency has materially complied with the terms of this Contract, Executive Director may act for the County in suspending the operation of this contract for up to sixty (60) days, upon three (3) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

24. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
25. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless County, and the Housing Authority of the County of Los Angeles, and the CDC, their agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Operating Agency's operations, or its services hereunder, including any workers' compensation suits, liability or expense arising from or connected with services performed on behalf of Operating Agency by any person pursuant to this Contract.
26. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and OMB Circular A-110. To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.
27. DISCRIMINATION. No person shall, on the grounds of race, sex, creed, color, religion, age or physical handicapped or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Contract.
28. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
- a. In aggregate do not exceed \$10,000 per budget cost category;
 - b. Are specifically requested by Operating Agency;
 - c. Do not alter the amount of compensation under this Contract;
 - d. Will not change the project goals or scope of services;
 - e. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract.
29. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of

performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by Operating Agency;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

30. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.
31. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in their independent capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
32. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties.
33. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
34. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this

Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Operating Agency will insure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

35. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Agreement and for a period of three (3) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
36. INSURANCE. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder as specifically defined in Exhibit «Ins» to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
37. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating Agency to procure or maintain required insurance (pursuant to Exhibit «Ins») shall constitute a material breach of contract under which County may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by the Operating Agency to County upon demand or County may offset the cost of the premiums against any monies due to the Operating Agency from County.
38. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
39. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the

expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by County into other eligible activities in the County.

The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.

40. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
41. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
42. STAFF TRAVEL. Operating Agency shall not incur any expenditures for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.
43. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.
44. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of, such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a period of three (3) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance

with contractual conditions with County or granting agency directives, or with the effectiveness, legality and achievements of the program.

45. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
46. COUNTY LOBBYIST ORDINANCE. Operating Agency and each County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.
Failure on the part of the Operating Agency and each County lobbyist firm to fully comply with the County lobbyist requirements shall constitute a material breach of the Contract upon which the Commission may immediately terminate this Contract and the Operating Agency shall be liable under civil action.
47. FEDERAL LOBBYIST REQUIREMENTS. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Failure on the part of the Operating Agency or persons/subcontractors acting on behalf of the Operating Agency to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

48. LOBBYING CERTIFICATION. The following is applicable to projects utilizing funds received from the 2002-03 allocations.

The undersigned certify, to the best of their knowledge and belief, that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

49. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:

- (i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (ii) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

50. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:

- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (ii) Establishing an ongoing drug-free awareness program to inform employees about -

- a. The dangers of drug abuse in the workplace;
 - b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (i) of this Paragraph 50;
- (iv) Notifying the employee in the statement required by paragraph 1 of this Paragraph 50 that, as a condition of employment under the grant, the employee will -
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace after five calendar days after such conviction;
- (v) Notifying the County in writing, within ten calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or

other appropriate agency;

- (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).
- (viii) The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check ___ if there are workplaces on file that are not identified here.

- 51. SECTION 51, "RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN". Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing. Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Operating Agency enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606 (c) (iii) A-G.
- 52. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract with the County of Los Angeles or CDC and must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to CDC.
- 53. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. The Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be governed by the CDC's CDBG Compliance Instructions, as amended.

The Operating Agency may use their CDBG funds towards property maintenance standards, however, each case would be reviewed on an individual basis and approved by the CDC. The CDC has established an expenditure cap not to exceed 5 percent of the Contract allocation for property maintenance standards.

- 54. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-

4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individual with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

55. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the County.
56. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
57. SEVERABILITY. In the event that any provision herein contained is held to be illegal, invalid or unenforceable, such provision shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
58. INTERPRETATION. No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both

parties hereto.

59. WAIVER No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same of any other provision hereof.
60. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations
61. ENTIRE CONTRACT This Contract with attachment constitutes the entire understanding and agreement of the parties.
62. USE OF RECYCLED-CONTENT PAPER PRODUCTS. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By : _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

RAYMOND FORTNER, JR.
County Counsel

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

ATTACHMENT I

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ADVANCE CONTRACT**

PROJECT TITLE:

PROJECT NUMBER:

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles, hereinafter called the "Commission", and the _____, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes this project, under the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and the following attachments: Exhibit A, Project Description and Activity Budget.
2. CONTRACT ADMINISTRATION. The Executive Director of the Community Development Commission of the County of Los Angeles, hereinafter called the "Executive Director," or his designee, shall have full authority to act for County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Activity Summary Section, contained in Exhibit A of this Contract.
4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on the date first above written, and shall be completed no later than _____.

5. COMPENSATION AND METHOD OF PAYMENT. For performance of such services, the County will pay the Operating Agency an amount of money not exceeding the sum of _____ (\$ _____), which payment shall constitute full and complete compensation for the Operating Agency's services under this Contract. Said compensation shall be paid by the County out of CDBG funds received from the federal government under the Act for the Fiscal Year 2004-05, as described in 24 Code of Federal Regulations CFR Part 570.500(a) accumulated under said program, for allowable costs actually incurred and paid for the express purposes specified. The parties understand and agree that such payment, if any, shall be conditioned upon receipt of said funds by the County from the Federal Government or accumulated program income from said program, and shall not be a charge on any other funds of the County. Said funds shall be paid according to the following procedures: On or about the first day of each calendar month, starting with the calendar month of _____, the Operating Agency shall submit to the County a requisition form as specified and provided by the Community Development Commission of the County of Los Angeles (CDC or Commission). Said requisition form, if submitted timely, may request an advance payment for the prospective month and report the cash expenditures paid the prior month; or, it may request reimbursement of expenditures paid the prior month. Said invoice shall give the total of said expenses and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt of each invoice, the CDC will draw a check in favor of the Operating Agency. In the event the Operating Agency received an advance and does not expend all of the funds received pursuant to any monthly invoice, it shall so note and return the excess funds upon its invoice for the following month.

Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts specified in the Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart J of the CDBG regulations, except that:

- (i) The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and
- (ii) The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

Operating Agency agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-g below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

- a. Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. Operating Agency shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the Operating Agency's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions would be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

- d. Should Operating Agency require additional or replacement personnel

after the effective date of this Contract, Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' for Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of participants by job category.

- e. No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this contract on the basis of age or with respect to an otherwise qualified disabled individual.
- f. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

- g. Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.

Failure on the part of the Operating Agency and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract and the Operating Agency shall be liable for civil action.

- 8. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential

all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the County.

9. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonable necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
10. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
11. INTERPRETATION. No provision of this Contract is to be interpreted for or against either part because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
12. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.
13. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection during the term of this contract and for a period of five (5) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized County personnel, and allow said County personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the County.

Operating Agency agrees to submit all data that are necessary to complete the Annual Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

14. NONEXPENDABLE PROPERTY. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to,

office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

15. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:
 - (i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract (24 CFR 570.505), or such longer period of time as is specified in Exhibit A; or
 - (ii) Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph 15 above.
16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain five (5) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the County upon request.
17. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 42 of this Agreement.
18. CHANGES. The County may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes,

including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments.

19. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.
20. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.
21. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County. Failure of Operating Agency to comply with the requirements of this Section 21 of this Contract shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Contract.
22. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such funding. The County shall not pay for any costs incurred by Operating Agency which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total

project regardless of funding sources.

23. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 24 CFR Part 85 and OMB Circular A-87, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570.303, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135.20, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.
24. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Notices, reports and statements to the County shall be delivered or sent to the Executive Director or his designee at:

Cordé Carrillo, Director
Economic/Redevelopment Division
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Each party shall promptly notify the other of any change in its mailing address.

25. ASSIGNMENT AND SUBCONTRACTING. Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.
26. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal

income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, the County reserves the right to revise this Contract in order to take into account actions affecting HUD program funding. In the event of funding reduction, the County may reduce the budget of this Contract, as a whole or as to a cost category, may limit the rate of the Operating Agency's authority to commit and spend funds, or may restrict the Operating Agency's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the County to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Executive Director may act for the County in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Executive Director has reasonable grounds to question that the Operating Agency has materially complied with the terms of this Contract, Executive Director may act for the County in suspending the operation of this contract for up to sixty (60) days, upon five (5) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.
28. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
29. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the County of Los Angeles, the Housing Authority of the County of Los Angeles (Housing Authority), and the Community Development Commission of the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.
30. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.
31. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract

for the movement of funds between the budget categories identified in Exhibit A, when such modifications:

- a. In aggregate do not exceed \$10,000 per budget cost category;
- b. Are specifically requested by Operating Agency;
- c. Will not change the project goals or scope of services; and
- d. Are in the best interest of the County and Operating Agency in performing the scope of services under this Contract.
- e. Do not alter the amount of compensation under this Contract;

32. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by Operating Agency;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

33. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.

34. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.

35. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements contained herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written

amendment of this Contract formally approved and executed by both parties.

36. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
37. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.
38. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Contract and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
39. INSURANCE. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
40. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating

Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by the Operating Agency to County upon demand or County may offset the cost of the premiums against any monies due to the Operating Agency from County.

41. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
42. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by County into other eligible activities in the County. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
43. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
44. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
45. STAFF TRAVEL. Operating Agency shall not incur any expenditure for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.

46. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.
47. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County or granting agency directives, or with the effectiveness, legality and achievements of the program.
48. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
49. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:
- (i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (ii) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
50. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (ii) Establishing an ongoing drug-free awareness program to inform

employees about:

- a. The dangers of drug abuse in the workplace;
 - b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section 50;
- (iv) Notifying the employee in the statement required by paragraph 1 of this Section 50 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (v) Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (vi) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)b, with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved

for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).
- (viii) The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check ____ if there are workplaces on file that are not identified here.

51. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the County.

The Operating Agency may use its CDBG funds towards property maintenance standards; however, each case would be reviewed on an individual basis and approved by the County. The County has established an expenditure cap not to exceed five (5) percent of the Contract allocation for property maintenance standards.

52. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

53. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon

County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

54. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of Operating Agency to maintain compliance with the requirements set forth in Paragraph 53, Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County or Commission under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Paragraph 59, Termination for Cause.
55. POST MOST WANTED DELINQUENT PARENTS LIST. Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Operating Agency understands that it is County's and Commission's policy to voluntarily post a list entitled L.A's Most Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. The Child Support Services Department (CSSD) will supply Operating Agency with the poster to be used.
56. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all contract terms and performance standards. Operating Agency's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Operating Agency. If improvement does not occur consistent with the corrective measure, County may terminate this Contract, pursuant to Paragraph 57 or 58, or impose other penalties as specified in this Contract.
57. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Operating

Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

58. **TERMINATION FOR CAUSE.** This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in a, b, c or d:

- a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- b. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the County.

Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- c. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- d. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the County become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

59. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR 40.2 or the definition of building as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

60. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.
61. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees or agents of the County against any and all Operating Agency's employees, agents or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or

subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

62. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- a. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.
- b. The Operating Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the County may, in addition to other remedies provided in the contract, debar the Operating Agency from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Operating Agency may have with the County, the Commission or the Housing Authority.
- c. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- d. If there is evidence that the Operating Agency may be subject to debarment, the County will notify the Operating Agency in writing of the evidence which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operating Agency and/or the Operating Agency's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Operating Agency should be debarred, and, if so, the appropriate length of time of the debarment. If the Operating Agency

fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Operating Agency may be deemed to have waived all rights of appeal.

- f. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. These terms shall also apply to subcontractors of County, Commission or Housing Authority contractors.

- 63. CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT. Should the Operating Agency require additional or replacement personnel after the effective date of the Contract, the Operating Agency shall give consideration for any such employment openings to the participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. The contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of participants by job category.
- 64. ENTIRE CONTRACT. This Contract with attachments constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Title: _____ President _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

By: _____
Cordé Carrillo, Director
Economic/Redevelopment Division

ATTACHMENT I

**2005-2006 PROJECT DESCRIPTION
SCOPE OF WORK**

ATTACHMENT II

Proposed Project Budget for July 1, 2005 – June 30, 2006

Work Activity

Budget Items

EXHIBIT B-1

INSURANCE REQUIREMENTS FOR OPERATING AGENCIES

CONTRACTS LESS THAN \$100,000

The Community Development Commission of the County of Los Angeles (CDC), the Housing Authority of the County of Los Angeles (Housing Authority) and the County of Los Angeles (County) share concerns of Operating Agencies' facing the current high cost of insurance when funds are so urgently needed to meet other costs. Insurance, however, provides the only means by which an Operating Agency can insure its continuance, and meet its obligations to the community. It is also the only method by which the CDC, the Housing Authority and the County can protect themselves from contingent exposure to claims resulting from their operations. Prior to the Operating Agency receiving funds, the CDC or the Housing Authority will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the CDC, the Housing Authority and the County may have certain insurance coverages waived by the CDC Risk Management Administrator upon the written request of the Operating Agency.

Prior to the execution of this contract, Operating Agencies must provide evidence that all insurance requirements have been met. Evidence of said insurance consisting of Certificates of Insurance and original endorsements as required, having been reviewed and approved as being sufficient by the CDC. Exceptions will be handled on a case by case basis.

In the event of any lapse of required insurance coverage during the term of this Contract, no funds will be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of Certificates of Insurance and original endorsements as required, have been reviewed and approved as being sufficient by the CDC. Failure to maintain proper insurance coverage will be cause for termination of said Contract.

INDEMNIFICATION:

Operating Agencies shall indemnify, defend and hold harmless the CDC, the Housing Authority, the County, and their appointed officials, employees, agents or volunteers ("Covered Entities") from and against any and all liability, including but not limited to demands, claim actions, fees, costs and expenses (including attorney and expert witness fees); arising from or connected with Operating Agency Acts and/or omissions arising from and/or relating to this agreement.

Without limiting its indemnification of the "Covered Entities", each Operating Agency shall be required, if funded, to provide the following insurance or evidence of formal self-insurance to meet contract requirements:

1. **GENERAL LIABILITY INSURANCE:** Written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following: General Aggregate: \$100,000; Products/Completed Aggregate: \$100,000; Personal and Advertising Injury \$100,000; Each Occurrence: \$100,000. Higher limits may be required depending on the type of services provided. This protects an Operating Agency against claims for injury or property damage brought by members of the public as a result of the Operating Agency's activities.

It is not now uncommon for a jury to award \$1 million in judgments for successful claims, and regardless of the outcome, defense costs can be enormous. General Liability Insurance should pay the jury award and costs, thereby protecting the Operating Agency's assets and insuring its continuance. The CDC cannot endorse Operating Agencies, which are not financially responsible. It is in the best interests of the community for the Operating Agency to maintain insurance and encourage the continuance of the services provided by the Operating Agency. In cases where the activities for the Operating Agency present no meaningful General Liability exposure to the "Covered Entities", the CDC Risk Management Administrator may waive this coverage upon the written request of the Operating Agency.

General Liability forms also exclude claims arising from the use of automobiles, and separate coverage is required.

2. AUTOMOBILE LIABILITY INSURANCE: Written on ISO policy form CA 00 01 or if equivalent with a limit of liability of not less than \$100,000 for each incident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto". An Operating Agency should insure automobiles, which they own. It should also be noted, however, that an Operating Agency can be held responsible for claims arising from its use of automobiles owned by volunteers, employees or contractors when conducting organization business. For this exposure, non-owned automobile liability coverage is required. This can be purchased in conjunction with most General Liability policies at a small additional premium. In cases where the funds for the activities given to the Operating Agencies present no meaningful Automobile Liability Exposure to the "Covered Entities", the CDC Risk Management Administrator may waive coverage upon written request from the Operating Agency.
3. ADDITIONAL GENERAL LIABILITY COVERAGE REQUIREMENTS: General liability policies shall be endorsed to contain the following provisions:
 - a. The "Covered Entities" are to be covered as additional named insureds by endorsement with respect to liability arising out of activities performed by or on behalf of the Operating Agency, including products and completed operations, premises owned, leased, or used.
 - b. The insurance coverage shall be primary insurance with respect to the "Covered Entities". Any insurance or self-insurance maintained by the "Covered Entities" shall be in excess of the insurance and shall not contribute to it.
 - c. Coverage shall state that the insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

Provide workers' compensation benefits as required by the Labor Code of the State of California, and in all cases, this insurance shall include Employers' Liability coverage. Limits of not less than the following: Each Accident: \$1,000,000; Disease-policy limit: \$1,000,000 and Disease-each employee: \$1,000,000. Even if an Operating Agency has no regular employees, it can be held responsible for the payment of workers' compensation benefits to contractors or volunteers who can show that they are being recompensed for their services in some way by the Operating Agency. Basic coverage is almost always necessary to protect an Operating Agency and to insure compliance with the State Labor Code.

5. **BLANKET DISHONESTY BOND:** Coverage for the total amount of the contract sum. This is required to safeguard federal funds held or used by the Operating Agency. Incidents have occurred in the past where federal funds have been stolen or embezzled by an Operating Agency employee, and the Operating Agency has been financially unable to recover the loss.
6. **PROFESSIONAL LIABILITY INSURANCE:** If applicable, in an amount of not less than \$100,000 aggregate combined single limit, unless this requirement has been waived in writing. This extends coverage claims arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.
7. **PROPERTY COVERAGE:** If applicable, and if, under the terms of Contract, the Operating Agency will have possession of, rent, lease or be loaned County-owned real or personal property, the Operating Agency may be required to insure the property for replacement cost against fire and extended coverage perils including vandalism and malicious mischief.

NOTICE OF CANCELLATION

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage except after thirty (30) days prior written notice has been given to the CDC.

SELF-INSURANCE

Where agencies are totally self-insured for any of the coverages required, or where deductibles or self-insured retentions exceed the limits of coverage required, evidence of a formal funded program of self-insurance will be accepted in lieu of commercial insurance. The agencies shall fully protect the "Covered Entities" in the same manner as their interest would have been protected had commercial insurance been in effect.

ACCEPTABLE INSURANCE CARRIERS

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating equivalent to, A: VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the CDC.

As stated previously, in the event of any lapse of required insurance coverage during the term of this Contract, no funds will be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of Certificates of Insurance and original endorsements as required, have been reviewed and approved as being sufficient by the Community Development Commission of the County of Los Angeles. Failure to maintain proper insurance coverage will be cause for termination of said Contract.

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
AND THE

(Participating City With A Rehabilitation Staff)

The Participating City agrees to:

1. Provide the Community Development Commission of the County of Los Angeles (CDC) with a Resolution adopted by your City Council to provide HOME Owner-Occupied Single Family Rehabilitation Loan Program (HOME Loan Program) to the City's residents.
2. Promote the availability of rehabilitation loans under the HOME Loan Program, and provide and distribute informational materials regarding the Program to residents.
3. Complete and submit a Community Data Sheet in Attachment 3 hereto, to enable the CDC to assess the city's rehabilitation needs.
4. Perform, or cause to be performed, the duties of providing rehabilitation loans to residents of the City as outlined in the CDC's HOME Single Family Manual.

Responsibilities of the CDC:

1. Review completed loan application packages to determine eligibility.
2. Set up projects in the Integrated Disbursement and Information System (IDIS).
3. Authorize loan disbursement under procedures established by the CDC.

Participating City

Community Development Commission
County of Los Angeles

Representative

CARLOS JACKSON, Executive Director

Date

Date

Community Data Sheet

Please respond to the following questions as accurately as possible.

1. Name of City: _____
 Address: _____

 Contact Person: _____
 Position: _____

2. Anticipated Type and Number of Home Single Family Rehabilitation Loans:
 Income Limits: *\$43,600 (80%)

	Total Loan Amount	Average Loan Amount
3% Home Rehabilitation	_____	_____

*(Family of Four)

3. Lending Area:

- A. Will Home Rehabilitation Loans be targeted citywide?
☐ Yes ☐ No

If not, list principal census tracts (attach map).

- B. Please provide the requested information in Appendix 1 – Marketing Initiative (attach separate sheets, if necessary).

Definition for the Appendix 1

- Community: Name of area represented by census tract
- Census Tract: Area of official enumeration
- HOME Target Area: HOME designated area
- CDBG Target Area: Area designated as low-income
- Number of Owner-Occupied Units: Number of units occupied by owner
- Median to County: Percentage of median income of census tract compared to county median
- Low-Income: Percentage of persons in census tract that 80% of median income or less

4. Previous Experience:

<u>Type of Loans</u>	<u>Yes</u>	<u>No</u>	<u>Year</u>	<u>Total</u>	<u>Funding Source</u>
Deferred Payment Loans	_____	_____	2003	_____	_____
Direct Loans	_____	_____	2003	_____	_____
Leverage Loans	_____	_____	2003	_____	_____
First-Time Homebuyers Loans	_____	_____	2003	_____	_____
Grants	_____	_____	2003	_____	_____

5. Local Ruling Regulations:

Please describe any specific local regulations, which the CDC will have to comply with in order to operate the Program in your city.

6. How can the City assist in the Marketing of Home Single Family Rehabilitation Loan Program?

Outreach and Marketing ☐ Yes ☐ No
Explain _____

7. Does the City have office space to conduct the interviews?

☐ Yes ☐ No
Explain _____

8. Will you schedule interviews for interested residents?

☐ Yes ☐ No
Explain _____

9. Do you have a rehabilitation staff that is able to perform the services as specified in the Memorandum of Understanding (see Attachment 2)?

- ☐ Yes – Please complete the Memorandum of Understanding
- ☐ No – Please complete the Memorandum of Understanding

Explain

Appendix 1
HOME OWNER-OCCUPIED SINGLE FAMILY REHABILITATION LOAN PROGRAM
MARKETING INITIATIVE

City of _____

Community	Census Tract	HOME Target Area	CDBG Target Area	Number of Owner-Occupied Units	Percentage Median Income to County Income	Percentage Low-Income Persons (80% median)

Total Number of Census Tract in City: _____

31st Year (2005-2006) Summary Totals for Minority and Women Board Members and Employees

Agency	Funding	BOARD MEMBERS					EMPLOYEES				
		Total	Total Minority	Total Women	Minority %	Women %	Total	Total Minority	Total Women	Minority %	Women%
1736 Family Crisis Center	\$42,960	8	4	5	50%	63%	120	75	107	63%	89%
African Community Resource Center, Inc.	\$22,375	9	8	7	89%	78%	13	12	11	92%	85%
Alternative Living for the Aging	\$18,000	89	12	21	13%	24%	5	2	4	40%	80%
Antelope Valley Hospital District - Healthy Homes	\$26,000	5	2	2	40%	40%	2224	955	1795	43%	81%
Asian American Drug Abuse Program, Inc.	\$17,900	7	7	4	100%	57%	117	113	64	97%	55%
Asian Youth Center	\$10,000	18	13	6	72%	33%	40	40	28	100%	70%
Association of Soviet Jewish Emigres	\$18,000	23	0	7	0%	30%	5	0	2	0%	40%
Avalon Multipurpose Center (2 projects - 2nd District)	\$40,275 \$35,800	3	3	1	100%	33%	8	8	6	100%	75%
Big Brothers Big Sisters of Greater Los Angeles, Inc.	\$10,000	44	9	15	20%	34%	42	26	36	62%	86%
Center for Community and Family Services (Handyworker)	\$160,000	11	9	7	82%	64%	465	303	279	65%	60%
City of San Gabriel (After School Program)	\$10,000	5	2	1	40%	20%	165	85	75	52%	45%
Creative Experience Educational Center (Creative Kid Stop)	\$15,215	7	7	7	100%	100%	3	3	3	100%	100%
East Los Angeles Community College (Future Scientists)	\$10,000	11	8	6	73%	55%	10	10	6	100%	60%
Foothill Unity Center	\$10,000	22	8	9	36%	41%	10	6	9	60%	90%
Foundation for the Junior Blind (2nd and 5th)	\$11,635 \$10,000	20	0	3	0%	15%	162	131	122	81%	75%
Friends Outside in Los Angeles County	\$10,000	9	3	6	33%	67%	6	4	3	67%	50%
Greater La Puente Valley Meals on Wheels (1st & 4th)	\$10,000	13	7	8	54%	62%	1	1	1	100%	100%
Human Services Association	\$10,000	19	10	5	53%	26%	101	93	78	92%	77%
Human Services Consortium of the East San Gabriel Valley	\$170,000	6	2	1	33%	17%	66	47	37	71%	56%
Jewish Family Services of Los Angeles	\$13,500	60	2	52	3%	87%	401	119	330	30%	82%
Kids in Sports	\$10,000	19	10	6	53%	32%	6	3	2	50%	33%
Los Angeles Homeless Services Authority (LAHSA)	\$285,000	10	4	7	40%	70%	58	45	35	78%	60%
Los Angeles Unified School District	\$17,900	7	2	3	29%	43%	77,534	48,317	57,356	62%	74%
Neighbors Acting Together Helping All	\$10,000	13	12	12	92%	92%	11	11	6	100%	55%
Pacific Asian Consortium in Employment (2 projects -1&2)	\$124,836	5	4	1	80%	20%	298	285	240	96%	81%
Plaza Community Center (CAN Program)	\$10,000	16	12	4	75%	25%	64	62	48	97%	75%
Potrero Heights Elementary School (Afterschool Program)	\$20,000	3	3	3	100%	100%	11	10	7	91%	64%
Salvation Army (Bell Shelter)	\$20,000	11	3	3	27%	27%	54	46	25	85%	46%
Samuel Dixon Family Health Center, Inc.	\$28,000	19	3	8	16%	42%	11	6	9	55%	82%
Santa Anita Family Service	\$13,200	16	4	11	25%	69%	75	37	62	49%	83%
Santa Clarita Valley Committee on Aging Corp. (2 projects)	\$106,800	17	1	6	6%	35%	63	26	38	41%	60%
Santa Fe Springs, City of (Handyworker Program)	\$237,200	5	3	1	60%	20%	478	302	234	63%	49%

Shelter Partnership (Shelter Resource Bank)	\$180,000	18	2	6	11%	33%	14	8	9	57%	64%
Soledad Enrichment Action, Inc.	\$10,000	9	8	5	89%	56%	191	188	139	98%	73%
South Bay Latino Chamber of Commerce	\$87,500	11	9	6	82%	55%	3	3	1	100%	33%
South Central Multi-Purpose Senior Citizen's Center*	\$16,110	19	0	10	0%	53%	5	0	2	0%	40%
St. Gregory the Great Catholic Church (NHNFAC)	\$11,830	7	4	3	57%	43%	3	3	2	100%	67%
St. Joseph Center (Homeless Service Center)	\$13,500	18	1	11	6%	61%	85	50	62	59%	73%
Steelworkers Oldtimers Foundation (Roosevelt Park Meals Program)	\$93,000	11	4	3	36%	27%	182	164	127	90%	70%
Topanga Community Women's Club	\$14,400	6	1	4	17%	67%	1	0	1	0%	100%
United Peace Officers Against Crime	\$10,000	9	8	3	89%	33%	40	32	15	80%	38%
Verdugo Mental Health Center	\$10,000	16	0	1	0%	6%	125	20	98	16%	78%
Volunteers of East Los Angeles (VELA & Holiday Lights)	\$25,000 \$24,000	8	8	3	100%	38%	1	1	1	100%	100%
Watts Labor Community Action Committee (Handyworker)*	\$321,637	19	18	7	95%	37%	285	284	141	100%	49%
West Angeles Community Development Corporation	\$10,000	19	18	10	95%	53%	21	21	16	100%	76%
Whittier Rio Hondo AIDS Project	\$22,750	9	6	6	67%	67%	9	8	7	89%	78%
Total		779	285	344	37%	44%	83881	52149	61838	62%	74%

Gpt\Action Plan Board Letter 04-05\Attachment J-FY04 05

*Last years numbers. Current numbers not available.

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
OTHER PUBLIC AGENCY
REIMBURSABLE CONTRACT
AMENDMENT NUMBER**

PROJECT TITLE: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

AMENDMENT NUMBER: _____

THIS AMENDMENT TO CONTRACT made this _____, day of _____ 200__, by the County of Los Angeles, hereinafter called the "County", acting by and through the Community Development Commission of the County of Los Angeles, and the _____, hereinafter called the "Operating Agency".

WITNESSETH THAT:

WHEREAS, the County and the Operating Agency previously entered into a Community Development Block Grant Program Other Public Agency Reimbursable Contract Number dated _____; and

WHEREAS, County and Operating Agency desire to amend said Contract in order that Operating Agency may better implement the project.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Contract Number _____ be amended as follows:

1. COMPENSATION AND METHOD OF PAYMENT is amended to show (\$_____). This is an increase of (\$_____) to the project amount. An amended Exhibit A, Project Description, is attached hereto and incorporated herein, and substituted in its entirety for the previously attached Exhibit A.
2. TIME OF PERFORMANCE is amended to show a completion date of: _____.
3. BUDGET SECTION is amended to reflect the new compensation amount of (\$_____).
4. All other terms and conditions of said Contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the County and the Operating Agency, through their duly authorized officers, have executed this amendment as of the date first above written.

COUNTY OF LOS ANGELES

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

RAYMOND FORTNER, JR.
County Counsel

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

Los Angeles County Chief Administrative Office
Grants Management Statement for Grants of \$100,000 or More

Department: Community Development Commission

Grant Project Title and Description

Fiscal Year 2005-2006 Community Development Block Grant*

Funding Agency

U.S. Department of Housing and
Urban Development

Program (Fed. Grant #/State Bill/Code #)

B-05-UC-06-0505

Acceptance Deadline

June 1, 2005

Total Amount of Grant Funding: \$35,066,204 **County Match Requirements:** \$0

Grant Period: 7/1/2005-6/30/2006 **Begin Date:** 7/1/2005 **End Date:** 6/30/2006

Number of Personnel Hired Under This Grant: 55 **Full Time:** 53 **Part Time:** 2

Obligations Imposed on the County When the Grant Expires

	Yes	No	N/A
Will all personnel hired for this program be informed this is a grant-funded program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a) Absorb the program cost without reducing other services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Identify other revenue sources.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Describe:			
c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above:

for Department Head Signature

Bobbette A. Glaver

Date

4/13/05

*While the Commission is approving this form at this time, this is a formula-based entitlement grant received on an annual basis, and will review its applicability for future submissions.

Los Angeles County Chief Administrative Office
Grants Management Statement for Grants of \$100,000 or More

Department: Community Development Commission – County of Los Angeles
Housing Development and Preservation

Grant Project Title and Description
HOME Investment Partnerships Program*

Funding Agency
HUD

Program (Fed. Grant #/State Bill/Code #)
N/A

Acceptance Deadline
05/24/05

Total Amount of Grant Funding: \$13,796,207 **County Match Requirements:** \$0
Grant Period: 1 Year **Begin Date:** 07/01/05 **End Date:** 06/30/06
Number of Personnel Hired Under This Grant: 11.75 **Full Time:** 11.75 **Part Time:** N/A

Obligations Imposed on the County When the Grant Expires

	Yes	No	N/A
Will all personnel hired for this program be informed this is a grant-funded program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a) Absorb the program cost without reducing other services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Identify other revenue sources.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Describe:			
c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: N/A

Department Head Signature

Bobette A. Glover

Date

4/13/05

*While the Commission is approving this form at this time, this is a formula-based entitlement grant received on an annual basis, and will review its applicability for future submissions.

Los Angeles County Chief Administrative Office
Grants Management Statement for Grants of \$100,000 or More

Department: Community Development Commission - County of Los Angeles
Housing Development and Preservation

Grant Project Title and Description
HOME Investment Partnerships Program; American Dream Downpayment Assistance Initiative *

Funding Agency
HUD

Program (Fed. Grant #/State Bill/Code #)
N/A

Acceptance Deadline
05/24/05

Total Amount of Grant Funding: \$319,422 **County Match Requirements:** \$0
Grant Period: 1 Year **Begin Date:** 07/01/05 **End Date:** 06/30/06
Number of Personnel Hired Under This Grant: 0.5 **Full Time:** 0.5 **Part Time:** N/A

Obligations Imposed on the County When the Grant Expires

	Yes	No	N/A
Will all personnel hired for this program be informed this is a grant-funded program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a) Absorb the program cost without reducing other services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Identify other revenue sources.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Describe:			
c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: N/A

Department Head Signature

Bobette A. Gower

Date

4/13/05

*While the Commission is approving this form at this time, this is a formula-based entitlement grant received on an annual basis, and will review its applicability for future submissions.

Los Angeles County Chief Administrative Office
Grants Management Statement for Grants of \$100,000 or More

Department: Community Development Commission

Grant Project Title and Description

Fiscal Year 2005-2006 Emergency Shelter Block Grant*

Funding Agency

U.S. Department of Housing and
Urban Development

Program (Fed. Grant #/State Bill/Code #)

S-05-UC-06-0505

Acceptance Deadline

June 1, 2005

Total Amount of Grant Funding: \$1,326,590 **County Match Requirements:** \$0
Grant Period: 7/1/2005-6/30/2006 **Begin Date:** 7/1/2005 **End Date:** 6/30/2006
Number of Personnel Hired Under This Grant: 0 **Full Time:** 0 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

	Yes	No	N/A
Will all personnel hired for this program be informed this is a grant-funded program?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the County obligated to continue this program after the grant expires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a) Absorb the program cost without reducing other services.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Identify other revenue sources.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe:			
c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: This grant is passed through to the Los Angeles Homeless Services Authority.

Department Head Signature

Bobette A. Glover

Date

4/13/05

*While the Commission is approving this form at this time, this is a formula-based entitlement grant received on an annual basis, and will review its applicability for future submissions.